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THIS BOOK DOES  
NOT CIRCULATE

PROPOSAL  
Between  
DEPTFORD TOWNSHIP BOARD OF EDUCATION  
And The  
DEPTFORD ASSOCIATION OF SCHOOL PSYCHOLOGIST

70-71

11/16/70

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
I	Recognition.....	1
II	Negotiation Procedure.....	2
III	Grievance Procedure.....	3-4
IV	Rights.....	5
V	Work Calendar - Week - Year - Length of Day.....	6
VI	Salary.....	7
VII	Professional Membership and Dues.....	8
VIII	Sick Leave.....	9
IX	Personal Leave.....	10 - 11
X	Maternity Leave.....	12
XI	Sabbatical Leave.....	13 - 14
XII	Insurance Protection.....	15
XIII	Professional Development and Educational Improvement	16
XIV	Miscellaneous Provisions.....	17
XV	Agreement.....	18

ARTICLE I  
RECOGNITION

- 1 A. The Deptford Township Board of Education, Deptford  
2 Township, Gloucester County hereafter known as the Board hereby  
3 recognizes the Deptford Association of School Psychologist  
4 hereafter known as the Association as the exclusive representative  
5 for collective negotiation concerning the terms and conditions  
6 of employment for all fully certified personnel under contract  
7 and employed by the Board and so assigned as an employee with  
8 administrative and supervisory responsibilities which shall  
9 include:  
10 School Psychologist
- 11 B. The Association hereby recognizes the Board as the  
12 legal authority elected as representatives of the people and  
13 further recognizes the responsibilities of the Board and the  
14 Superintendent for the conduct and operation of the school  
15 district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

- 1 A. The parties agree to enter into collective negotiations  
2 over a successor Agreement, and they agree that this Agreement shall  
3 remain in force until such time as a new Agreement is reached in  
4 accordance with Chapter 303 Public Laws of 1968. Such negotiations  
5 shall begin not later than the third Thursday of October of the  
6 calendar year preceding the calendar year in which this Agreement  
7 expires.
- 8 B. The Board agrees to furnish the Association upon reasonable  
9 request, such information as will assist the Association in developing  
10 intelligent, feasible and constructive proposals in behalf of the  
11 employees, students, and the school system. This information may  
12 include a complete and accurate financial report and tentative budget  
13 for the next school year.
- 14 C. The Association agrees to furnish the Board and Superintendent  
15 upon reasonable request, research information and data, gathered by  
16 the Association, that will assist the Board and the Superintendent in  
17 the development of sound educational programs.
- 18 D. During the term of this Agreement neither party shall be  
19 required to negotiate with respect to any matter whether or not  
20 covered by this Agreement and whether or not within the knowledge  
21 contemplation of either or both of the parties at the time they  
22 negotiated or executed this Agreement.
- 23 E. This Agreement shall not be modified in whole or in part  
24 by the parties. Board policy shall prevail on all matters not  
25 covered by the Agreement.

ARTICLE III  
GRIEVANCE PROCEDURE

1 A. A grievance based on an alleged violation of this Agreement,  
2 or a dispute involving the meaning, interpretation or application shall  
3 be processed within the specified time limits. The time limits speci-  
4 fied may be extended by mutual agreement.

5 B. The Process

6 Level one: An employee shall first discuss this grievance  
7 with the next higher echelon of authority directly, with the objective  
8 of resolving the matter informally.

9 Level two: If the aggrieved person is not satisfied with  
10 the disposition of his grievance at level one or if no decision has  
11 been rendered within five (5) school days after presentation of the  
12 grievance, he may file the grievance in writing with the authority at  
13 level one and the Superintendent of Schools.

14 Level three: Within ten (10) days of receipt of such  
15 written grievance, the Superintendent or his designee shall meet  
16 with the aggrieved employee in an effort to settle the grievance.

17 Level four: In the event that the grievance shall not  
18 have been disposed of at level three or in the event that the  
19 grievance shall not have been disposed of within ten (10) school  
20 days after the level three meeting, the grievance shall be referred  
21 in writing to the Board of Education. Within fifteen (15) school  
22 days the Board shall meet with the Association negotiation committee  
23 in an effort to settle the grievance.

24 Level five: In the event that the grievance shall not  
25 have been satisfactorily disposed of at level four or in the event  
26 that no decision has been rendered within twenty (20) school days  
27 after the level four meeting, the aggrieved may within ten (10)  
28 school days refer the unsettled grievance to an advisory board.

29 C. Advisory Board

30 The advisory board shall be appointed within thirty (30)  
31 days following the request of either party to the other. It shall  
32 consist of one member named by the Board and one member named by  
33 the Association. A third member, who shall be chairman, shall be  
34 named by the first two named advisors.

ARTICLE III - continued

1 The advisory board shall have authority to confer separately or  
2 jointly with the Board, the Superintendent, and the Association, or  
3 to use any other source of information.

4 The advisory board shall make recommendations for resolution  
5 within thirty (30) days. The recommendation shall be submitted to  
6 both parties, the Board and the Association.

7 The advisory board recommendation after twenty (20) days  
8 may be made public by either party, the Board or the Association.

9 D. Costs

10 The cost and expenses incurred in securing and utilizing  
11 the services of a consultant are the responsibility of the party  
12 engaging this service. In the event an advisory board is used,  
13 the Board will bear the expense of its appointee and both parties  
14 will share equally the cost of the third member.

15 E. Representation

16 1. The aggrieved may be represented at all stages of the  
17 grievance procedure by himself or at his option by a representative.  
18 When the aggrieved is not represented by the Association, the  
19 Association shall have the right to be present as observer.

20 2. The Superintendent may assign for his services a  
21 consultant and counsel to be present at all stages of the  
22 proceedings.

23 F. Record Keeping

24 1. Documents, communications and records dealing with  
25 the processing of a grievance shall be filed in a separate  
26 grievance file and shall not be kept in the personnel file of any  
27 of the participants.

28 G. All meetings and hearings under this procedure shall not  
29 be conducted in public and shall include only such parties in  
30 interest and their representatives and counsel.

## ARTICLE IV

### RIGHTS

- 1 A. Nothing contained herein shall be construed to deny or  
2 restrict to any employee such rights as he may have under New Jersey  
3 School Law.
- 4 B. No employee shall be disciplined without just cause.
- 5 C. Nothing contained herein shall be construed to deny the  
6 Board or Superintendent their rights at any time to call a meeting  
7 of the supporting staff to present its position in any matter that  
8 in its judgment may affect the educational program.
- 9 D. The Board reserves to itself sole jurisdiction and authority  
10 over matters of policy and retains the right, subject only to the  
11 limitations imposed by the language of this Agreement, in accordance  
12 with applicable laws and regulations (a) to direct employees of  
13 the school district, (b) to hire, promote, transfer, assign, and  
14 retain employees in positions in the school district, and for just  
15 cause to suspend, to demote, discharge, or take other disciplinary  
16 action against employees, (c) to relieve employees from duty because  
17 of lack of work or for other legitimate reasons, (d) to maintain the  
18 efficiency of the school district operations entrusted to them,  
19 (e) to determine the methods, means and personnel by which such  
20 operations are to be conducted and (f) to take whatever actions may  
21 be necessary to carry out the mission of the school district in  
22 situations of emergency.

ARTICLE V

WORK CALENDAR - WEEK - YEAR - LENGTH OF DAY

- 1 A. The work calendar shall be as set forth by the Board of  
2 Education.
- 3 B. Work Week - The work week shall consist of five full  
4 working days, Monday through Friday inclusive, except where legal  
5 holidays and vacation periods are included in the work calendar.
- 6 C. Work Year - The work year shall be:  
7 ten-month contract - September 1 to June 30 - 204 days  
8 eleven-month contract - August 1 to June 30 - 225 days  
9 twelve-month contract - July 1 to June 30 - 247 days  
10 exclusive of legal holidays and any other days designated by the  
11 Board of Education prescribed work calendar.
- 12 D. As a guide: The work day shall be no less than one-half  
13 ( $\frac{1}{2}$ ) hour before the official opening of school for pupils in the  
14 morning and shall last until one hour after dismissal of pupils at  
15 the close of the normal school day. District wide assignments shall  
16 have a working day from 8:15 to 4:30 with staggered lunch periods of  
17 45 minutes unless otherwise arranged by the Superintendent of Schools.



ARTICLE VI

SALARY

- 1 A. The Board of Education shall negotiate the salary to
- 2 be paid based on:
- 3 1. Performance
- 4 2. Recommendations of supervisory personnel
- 5 3. Recommendation of Superintendent of Schools
- 6 B. Salary for school year 1970-71 - \$15,500.

## ARTICLE VII

### PROFESSIONAL MEMBERSHIP AND DUES

- 1 A. There are professional organizations which are recognized
- 2 on a national, state, or county level for their ability to increase
- 3 the effectiveness of professionals who subscribe to membership in
- 4 them. The Board of Education will reimburse administrators for money
- 5 spent for professional dues in joining these organizations which are
- 6 related to the individuals district assignment to the extent that the
- 7 cost per individual does not exceed \$100.

ARTICLE VIII

SICK LEAVE

- 1 A. Definition of Sick Leave - Sick leave is hereby defined  
2 to mean the absence from duty of any person because of physical  
3 disability, illness or injury, or quarantine or exclusion from  
4 work by medical authorities.
- 5 B. Sick Leave Allowable - All persons who are steadily  
6 employed full time by the Board of Education shall be allowed sick  
7 leave with full pay as follows:
- 8 10 month term - 10 days  
9 11 month term - 11 days  
10 12 month term - 12 days
- 11 C. Accumulated Sick Leave - Allowable sick leave not utilized  
12 in any year shall be cumulative to be used for additional sick leave  
13 in subsequent years.
- 14 D. Physician's Certificate Required for Sick Leave - A  
15 physician's certificate may be requested by the Superintendent when  
16 sick leave is claimed after five consecutive working days absence.
- 17 E. Workmen's Compensation - Workmen's compensation awards  
18 shall be deducted from the regular salary of the employee for the  
19 days absence covered by the Workmen's Compensation Act. The time  
20 lost from employment under the Workmen's Compensation Act shall  
21 not be deducted from the days permitted for regular sick leave  
22 allowances.

ARTICLE IX  
PERSONAL LEAVE

- 1 A. The Board of Education upon recommendation of the  
2 Superintendent of Schools shall grant a total of seven days leave  
3 per school year (not to be accumulated) to any regularly employed  
4 person for the following emergencies or conditions.
- 5 1. Death in immediate family (immediate family - mother,  
6 father, mother-in-law, father-in-law, children, husband, wife,  
7 brother, sister, or any relative who has lived within the same  
8 household for a period of over two year. Other emergency situations  
9 may be judged on their own merits by a committee set up annually by  
10 by the Superintendent of Schools).
- 11 2. Emergency in the immediate family.
- 12 3. Religious holidays - written request must be submitted  
13 ten days in advance of days requested.
- 14 4. Marriage - such request shall be submitted in writing  
15 one month in advance of days requested.
- 16 5. Up to total of three (3) days at the end of school  
17 year to attend summer institute classes or to travel to the place  
18 where such classes are to be held.
- 19 6. Personal Business - One day per year. Such request  
20 shall be submitted in writing, forty-eight hours in advance of  
21 the day requested.
- 22 7. Visitation Leave - One day per year may be granted by  
23 the Superintendent of Schools to any personnel, for school visitation  
24 and observation in other school systems. In each case a written  
25 report shall be submitted to the principal who will forward it to  
26 the Superintendent. Arrangements for such visitation shall be  
27 made by the building principal, with the approval of the  
28 Superintendent.
- 29 D. Earned Vacation - One and one-half (1½) days per month  
30 worked shall be earned.
- 31 Guidelines shall be as follows:
- 32 1. Vacations will be granted only at times of the year  
33 when they will not interfere with the normal operation of the school.
- 34 2. Vacations must receive approval of the employee's  
35 immediate supervisor at least four weeks in advance of beginning date  
36 of leave. (Special consideration may be given to emergencies, i.e.  
37 illness, etc.)

Article IX - Continued

1           3. A maximum of thirty (30) days vacation earned may be  
2 taken in any one year from July 1 to June 30.

3           4. A total of thirty (30) days vacation may be accumulated  
4 to be applied to any one year's vacation allowance except that the  
5 Superintendent may deny any request which asks for more than ten (10)  
6 consecutive work days during the months of July and August and five  
7 (5) consecutive work days during the months of September through June.  
8 Any action taken in response to a request for vacation days which makes  
9 it impossible for an administrator to take up to thirty (30) days of  
10 his accumulated days prior to June 30 of the school year in which the  
11 days are requested will result in the administrator receiving  
12 financial compensation for the days denied. The compensation will be  
13 based on the administrators salary prorated to a daily basis.

14           5. Accumulated vacation days shall be approved by the  
15 Superintendent of Schools.

16           6. Requests for Vacation:  
17 Requests for vacations must be made in duplicate on the appropriate  
18 request form. One signed copy will be returned to the employee as  
19 soon as a decision can be made.

20           7. All vacations are subject to the final approval of the  
21 Superintendent of Schools.

ARTICLE X.

MATERNITY LEAVE

- 1 A. Maternity leave without pay shall be granted to all  
2 employees under tenure for six months or as much longer as the  
3 Board of Education shall determine. Request for maternity  
4 leave, without pay, shall be made by an employee between the  
5 third and fifth months of pregnancy, and leave shall be granted  
6 no later than the beginning of the sixth month. An employee may  
7 file a request to return to work six weeks after the birth of a  
8 child upon the presentation of a medical certificate stating  
9 she is capable of performing her duties. If an employee decides  
10 not to return, she should notify the Superintendent by giving  
11 notice or resignation at least ninety days before the leave  
12 expires. An employee shall be credited for salary increment  
13 purposes as follows:  
14 3 - 6 months of employment, 1/2 year credit  
15 7 - 10 months of employment, 1 year credit  
16 B. The employee shall be reassigned to the position held  
17 the time the leave was granted, if possible.

ARTICLE XI

SABBATICAL LEAVE

1           Upon recommendation of the Superintendent of Schools,  
2 sabbatical leave may be granted to any certificated member of the  
3 staff by the Board of Education subject to the following conditions:

4 A.           Request for sabbatical leave must be received by the  
5 Superintendent of Schools in writing, in such form as may be required  
6 by him. Such request must be in the Superintendent's hands no later  
7 than October 31st of the fiscal year preceding the school year for  
8 which the sabbatical leave is requested.

9 B.           Notification of applicant selected shall be given to  
10 applicants by March 15th of the fiscal year of the fiscal year  
11 preceding the school year in which the sabbatical leave is  
12 requested.

13 C.           The applicant must have completed at least eight consecutive  
14 full school years of service in the Deptford Township Public Schools.

15 C.           Payment for sabbatical leave is granted on the following  
16 basis:

17               1. The full annual contracted salary (2 semester of  
18 schooling) will be granted for a full year's leave for study.

19               2. One-half (1/2) the annual contracted salary will be  
20 granted for one semester (1/2 year) of study.

21               3. One-fourth (1/4) the annual contracted salary  
22 will be granted for one full year's leave for travel.

23 E.           The benefactor will agree to return to the Deptford  
24 Township Public Schools for four full years of employment on  
25 appropriate salary scale following the leave.

26               If the benefactor of the sabbatical leave does not ful-  
27 fill his return agreement to Deptford Township Public Schools, he  
28 will be obligated to reimburse the Board of Education for the  
29 salary received during the sabbatical leave although service credit  
30 will be granted according to the following plan.

31		% of salary to be reimbursed to the Board of Education
32	<u>Leaving Before</u>	
33	2 years service	100% of annual salary
34	3 years service	40% of annual salary
35	4 years service	20% of annual salary

ARTICLE XI - Continued

- 1 F. To the extent feasible, with due regard for the interests
- 2 of school program, teachers returning to work after a sabbatical
- 3 leave shall be offered the same or a similar position.
- 4 G. A sabbatical year will be considered as a year of
- 5 teaching experience in determining the individual's salary.
- 6 H. The Board of Education will grant a maximum of one
- 7 sabbatical leave per year subject to these conditions.



ARTICLE XII

INSURANCE PROTECTION

- 1 A. The Board of Education shall adopt a health insurance plan
- 2 equivalent in benefits to the state health insurance plan of the
- 3 Blue Cross, Blue Shield, and Major Medical.
- 4 B. Enrollment shall be optional.
- 5 C. The Board of Education shall apply 50% of the premium cost
- 6 to insure only the employee for a single coverage.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 1 A. The Board agrees to pay one hundred dollars (\$100)
- 2 maximum per year toward tuition and other expenses incurred
- 3 in connection with course work taken at a recognized college or
- 4 university with prior approval by the Superintendent of Schools.
- 5 B. Verification of credits earned shall be submitted with
- 6 the voucher for payment.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- 1 A. The Board will be informed only through the Superintendent  
2 in any matter requiring its decision. Any employee or employee  
3 group should communicate through the proper channels of authority.  
4 When the matter requires Board action it shall be directed through  
5 proper channels to the Board of Education.
- 6 B. It is agreed by both parties that the negotiations will  
7 be conducted without the use of pressure tactics. The parties  
8 also agree, during the period of negotiations that the only  
9 publicity accorded the negotiations by the parties will consist  
10 of a joint press release or, in the event the parties are unable  
11 to agree upon wording, a joint press release stating that "no  
12 progress has been made."
- 13 C. It is understood by all parties that under the ruling  
14 of the Courts of New Jersey and the State Commissioner of Education,  
15 the Board of Education is forbidden to waive any rights or powers  
16 granted it by law.
- 17 D. The parties agree to follow the procedures outlined in  
18 the Agreement, and to use no other channels to resolve any question  
19 or proposal until the procedures within this Agreement are fully  
20 exhausted.
- 21 E. Terms of contracts of non-tenure personnel are negotiable  
22 only between the individual and the Board.
- 23 F. There shall be no discrimination in practices and pro-  
24 cedures of the school system policies in hiring, training,  
25 assignments, promotions, transfer or discipline of employees on  
26 the basis of race, creed, color, religion, national origin, sex,  
27 domicile, marital status, or association activities.
- 28 G. Whenever any notice is required to be given by either  
29 party of the Agreement to the other, pursuant to the provisions  
30 of this Agreement, either party shall do so in writing with  
31 signed receipt of delivery, at the following addresses:
- 32 1. If by the Association to the Board -  
33 1555 Good Intent Road  
34 Deptford, New Jersey
- 35 2. If by the Board to the Association - The school  
36 building where the President of the Association is assigned.

ARTICLE XV

AGREEMENT

1           It is agreed between the Board of Education of  
2 Deptford Township in the County of Gloucester party of the  
3 first part and the Deptford Association of School Psychologist  
4 party of the second part, that the content of this Agreement  
5 shall be effective as of July 1st 1970 and shall continue in  
6 effect until June 30, 1971.

7 Resolution of Adoption by the Board of Education:

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_

11 Dated \_\_\_\_\_

12 Deptford Township Board President Richard Green

13 Deptford Association of School Psychologist

14 Frank P. Gifford

15 Attested John W. Heck Board of Education Secretary

16 Dated January 5, 1971